AN ORDINANCE 2006-06-15-0711

APPROVING A TOTAL CONSTRUCTION PROJECT OF \$1,340,891.76 TO INCLUDE AWARDING A \$1,218,992.51 CONTRACT WITH JERDON ENTERPRISE L.P. TO PROVIDE CONSTRUCTION SERVICES FOR THE SKY PLACE BOULEVARD RE-ALIGNMENT AND DRAINAGE PROJECT AT SAN ANTONIO INTERNATIONAL AIRPORT; AMENDING THE BUDGET; AND APPROPRIATING FUNDS.

WHEREAS, Sky Place Boulevard is the primary landside access for the airport fire station, two tenants and approximately 24 acres of unleased property at the San Antonio International Airport ("Airport"); and

WHEREAS, the current traffic volume coupled with the potential of a substantial increase in volume with development of the 24 acres and existing safety issues, necessitates the need to implement intersection improvements and signalization to provide a safer, more efficient ingress and egress to this area of the Airport; and

WHEREAS, the construction bid for this Project was advertised in the Commercial Recorder The Informer, and La Prensa on March 22, 2006; and

WHEREAS, bids were opened on April 26, 2006 and three (3) qualified bids were received, ranging from the low bid of \$1,218,992.51 to a high bid of 1,617,759.56; and

WHEREAS, the bids were evaluated by Vickrey & Associates, Inc. the consulting engineers for the Project and the Aviation Department staff; and

WHEREAS, the bid of Jerdon Enterprise, L.P. was determined to be the low qualified bid, and is considered to be fair and reasonable for the work involved; NOW THEREFORE:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The low qualified bid of Jerdon Enterprise, L.P., in the total amount of \$1,218,992.51 for the Sky Place Boulevard Re-Alignment and Drainage Project at San Antonio International Airport is hereby accepted. All other bids received on this project are rejected upon the occurrence of either the execution of a contract by the low qualified bidder and the deposit of all required bonds and insurance certificates, or the expiration of sixty (60) days from the date of this ordinance.

SECTION 2. The City Manager or her designee is authorized to execute a construction contract in the amount of \$1,218,992.51 with Jerdon Enterprise, L.P. A copy of the said contract is attached hereto and incorporated herein by reference for all purposes as Attachment 1.

SECTION 3. The amount of \$1,340,891.76 is appropriated in fund 51013000, Capital Improvement Funds, WBS AV-00006-01-01-86 GL account 6102100 – Interfund Transfer Out

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entitled Transfer to 33-00110-90-01. The amount of \$1,340,891.76 is authorized to be transferred to fund 51099000 entitled "Airport Capital Projects".

SECTION 4. The budget in Fund 51099000 entitled "Airport Capital Projects", Project Definition 33-00110 entitled "Skyplace Boulevard Re-Alignment" shall be revised by increasing WBS element 33-00110-90-01 entitled "Trf Fr AV-00006-01-01-86, GL account 6101100 – Interfund Transfer In, by the amount of \$1,340,891.76.

SECTION 5. The amount of \$1,218,992.51 is appropriated in Fund 51099000 entitled "Airport Capital Projects", Project 33-00110 entitled "Skyplace Boulevard Re-Alignment", WBS Element 33-00110-05-02 entitled "Construction", General Ledger 5201140 entitled "Construction Costs" and is authorized to be encumbered and made payable to Jerdon Enterprise, L.P., for construction services.

SECTION 6. The amount of \$121,899.25 is appropriated in Fund 51099000 entitled "Airport Capital Projects", Project 33-00110 entitled "Skyplace Boulevard Re-Alignment", WBS Element 33-00110-05-03, entitled "Construction Contingency"; General Ledger 5406530 entitled "Indirect Costs", and is authorized to be encumbered and made payable for construction contingencies.

SECTION 7. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocation to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 8. This Ordinance shall be effective on and after the tenth (10th) day after passage.

PASSED AND APPROVED this 15th day of June 2006.

AIUK

PHIL HARDBERGER

ATTEST ZITUU 1/1.

City Clerk

APPROVED AS TO FORM:

City Attorney

ATTACHMENT I	

THE CITY OF SAN ANTONIO

CALENDAR DAY CONTRACT (CDC) (Standard Form)

THIS	AGREEMENT	made	the	day of	in	the	year	Two	Thousand	Six	(2006)
by and	l between <u>Jerdon</u>	Enter	prise, L.P.	hereinafter called the "Contractor"	, and the	e City	of Sa	ın Ant	onio, Texa	s, her	einafter
called	the "City or the '	'Owner	۳,								

WITNESSETH, that the Contractor and the Owner for the consideration hereinafter named agree as follows:

Article 1. Scope of the Work - The Contractor shall furnish all the materials and perform all the Work called for in the Contract Documents and more specifically described in the Plans and Specification for the Project entitled:

Sky Place Boulevard Realignment and Drainage at San Antonio International Airport

Prepared by Vickrey & Associates, Inc., acting as, and in these Contract Documents entitled, the Project Design "Consultant".

Article 2. Time of Completion - The Contractor shall begin Work at the job site within seven (7) calendar days after the date of the Owner's written Authorization to Proceed issued by the Owner's Representative. The Work to be performed under this Agreement is to be completed by Contractor in One Hundred Eighty (180) Calendar Days. For each Calendar Day that any Work is not completed after the expiration of Calendar Days stated above, plus any Extended Calendar Days granted by Owner in accordance with the Contract Documents, the sum as shown in the table below will be deducted from the money due or to become due the Contractor, not as a penalty, but as mutually agreed to liquidated damages and added expense for Owner Contract administration, not otherwise susceptible to exact determination by Owner and Contractor prior to the execution of this Agreement.

Amount of Contract	Liquidated Damages per Day			
\$1,000,001 or Over	\$700.00			
\$ 750,001 to \$1,000,000	\$600.00			
\$ 500,001 to \$ 750,000	\$500.00			
\$ 250,001 to \$ 500,000	\$400.00			
\$ 100,001 to \$ 250,000	\$300.00			
\$ 50,001 to \$ 100,000	\$200.00			
\$ 1 to \$ 50,000	\$100.00			

Article 3. The Contract Sum - The Owner shall pay the Contractor for the proper performance of the Contract, subject to additions and deduction provided therein, the Contract sum of:

Materials: Four Hundred Sixty Thousand, Four Hundred Sixty-Two and 00/100 Dollars (\$ 460,462.00)

Services: Seven Hundred Fifty Eight Thousand, Five Hundred Thirty and 51/100 Dollars (\$ 758,530.51)

Total: One Million, Two Hundred Eighteen Thousand, Nine Hundred Ninety-Two and 51/100 Dollars (\$1,218,992.51)

Article 4. Partial Payment - Each month, the Owner shall make a progress payment as approved by the Owner's Representative in accordance with Article VII of the General Conditions.

Article 5. Acceptance and Final Payment - Final Payment shall be due on final Owner acceptance of the Project Work, provided the Contract has been completed by Contractor as provided in Article IX of the General Conditions.

Before issuance of the final payment, the Contractor shall submit an affidavit and reasonable additional supporting evidence if required, as satisfactory to the Director of Finance, City of San Antonio, that all labor payrolls, construction materials and supply bills, subcontractors, and other indebtedness connected with the Work have been paid in full, or that an outstanding Rev. 05/03 (RH:md)

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debt is being disputed and that the corporate surety or its agent is processing the outstanding claim and is willing to defend and/or indemnify the City should the City make final Contract payment.

Article 6. The Contract Documents - This Calendar Day Contract (Standard Form) the General Conditions, Special Conditions, Supplemental Conditions, Specifications, Addenda, Completed Bid Proposal Form, Invitation For Bids, Instructions to Bidders, Plans, Field Directives, Field Alterations, and Payment, Performance and Extended Warranty Bonds, form the Contract Documents and they are as fully a part of this Agreement as if hereto attached or herein repeated.

IN WITNESS WHEREOF, said City of San Antonio has lawfully caused these presents to be executed by the City Manager of said City, and the corporate seal of said City to be hereunto affixed and this instrument to be attested to by the City Clerk;

DONE at San Antonio, Texas, on the day and year first written above.

	CITY OF SAN ANTONIO
ATTEST:	By: City Manager
City Clerk	
	roughly read and understands this Agreement and the Contract Documents lly caused these presents to be executed by Contractor's legally authorized inding instrument;
DONE at San Antonio, Texas, on the day a	and year first written above.
(Seal if Agreement is with Corporation)	Jerdon Enterprise, L.P. Contractor By: Jerdon Holding, L.L.C.
ATTEST: Secretary	BY: Randall Lozano Vice-President Title
STATE OF TEXAS)	
COUNTY OF BEXAR)	
This instrument was acknowledged before me on the by Randall Lozano	is the 5 day of May 20 06 on behalf of said Jerdon Enterprise, L.P.
JO ANN MIKOLYZIK NOTARY PUBLIC, STATE OF TEXAS My Commission Expires 05-30-2007	NOTARY PUBLIC in and for the State of TEXAS
g	Jo Ann Mikolyzik NOTARY'S PRINTED SIGNATURE
	5-30-2007 MY COMMISSION EXPIRES:

PERFORMANCE BOND

BOND NO.: 61BCSDQ2322

STATE OF TEXAS)		DOND NO GIBCSDQ2322
COUNTY OF BEXAR) Know all men by these	presents:	
CITY OF SAN ANTONIO)		
1. That we <u>Jerdon Enterpri</u> HARTF	se, L.P. as Principal, a	ind ANY	as Sureties, do
hereby acknowledge ourselves to County of Bexar and State of Te:	be held and firmly bound unto tast in the sum of \$1,218,992.51 for	the City of San Antor or payment of which su	nio, a municipal corporation of the m well and truly to be made in and cutors, administrators, assigns, and
2. THE CONDITIONS OF TH	US BOND, HOWEVER, ARE SUC		, the said
said City of San Antonio, for the generally described as		day make and enter interest in the case of	to a certain contract in writing with structures, work and improvements International Airport
and for the performance and obs		nd things in connection	on with said work; all as more fully
structures, work and improvement undertakings and provisions of same relate to or are incident thereupon this obligation shall be further understood and agreed the principal party hereto, and each breach of this bond until the full not be in any manner released or by the exercise or failure to exercise or by any law or ordinance.	ents, and shall observe, perform aid contract and all included instru- to the construction and completic e and become null and void, but of that this bond shall be a continuous and all sureties hereon, and that su amount thereof shall have been ex- diminished by any changes in the	and comply with all aments, according to the on of said structures, therwise to remain in f obligation against the accessive recoveries mathausted; and the liability work which may be autoright or remedy provides	thfully construct and complete said the terms, conditions, stipulations, eir intent and purpose insofar as the work and improvements then and full force and effect; and it is hereby principal and each member of said by be had hereon for each and every ity of the sureties on this bond shall thorized or directed by the City, nor ded by the contract or specifications arety hereon this
	A.D. 2006.		•
5. The foregoing bond is appro	oved and accepted this	day of	, 2006.
	F	Jerdon Enterpris	
City Manager		HARTFORD F	IRE INSURANCE COMPANY
(SEAL)	/I	Sur Sur	
dha fusurance Alliance 1776 Yorktown, Suite 200 fourient, Trens 77056-4114 fourient, Trens 77056-4114 fourient, Trens 77056-4114	•	PO BOX 4611	CH, ATTORNEY-IN-FACT , HOUSTON, TX 77210-4611
N, WOODARD, BASON, GENTLE, ORDE, AND ANDERSON, INC.	UOTZUOH	Address of Surety f	for Service Purposes

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PAYMENT BOND

· · · · · · · · · · · · · · · · · · ·	•
STATE OF TEXAS)	
COUNTY OF BEXAR) Know all men by these p	presents:
CITY OF SAN ANTONIO)	
1. That we Jerdon Enterprise, L.P. , as Principal, and	
HARTFORD FIRE INSURAN	
hereby acknowledge ourselves to be held and firmly bound unto	
County of Bexar and State of Texas in the sum of \$1,218,992.51	
and unto said City of San Antonio, we do hereby bind and obliga	te ourseives, our neirs, executors, administrators, assigns,
and successors, jointly and severally:	
2. THE CONDITIONS OF THIS BOND, HOWEVER, ARE SUC	H THAT WHEREAS, the said
Jerdon Enterpris	
hereinafter called Contractor or Principal, has made and does this d	
said City of San Antonio, for the construction and completion for	
generally described as	
Sky Place Boulevard Realignment and Drainage	e at San Antonio International Airport
and for the performance and observance of diverse other matters and	
entered into covenants and agreements to promptly pay all persons supp	
work provided for in said contract; all as more fully described in said con	tract and its included instruments which are expressly made a
part of this obligation;	
3. NOW THEREFORE, if Contractor, the Principal party to this	s obligation shall promptly make payment to all persons
supplying labor and materials in the prosecution of the work provide	
modifications of said contract that may hereafter be made, notice of	
then this obligation shall be and become null and void, but otherwise	
understood and agreed that this bond shall be a continuous obligatio	
understood and agreed that this bond shall be a continuous obligatio party hereto, and each and all sureties hereon, and that successive re	n against the principal and each member of said principal
party hereto, and each and all sureties hereon, and that successive re this bond until the full amount thereof shall have been exhausted; a	n against the principal and each member of said principal ecoveries may be had thereon for each and every breach of and the liability of the sureties on this bond shall not be in
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IMPORTANT NOTICE TEXAS DIVIDEND PROVISION

You will be entitled to participate in a distribution of our surplus, as determined by our Board of Directors from time to time, after approval in accordance with the provisions of the Texas Insurance Code, of 1951, as amended.

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-4 690 ASYLUM AVENUE HARTFORD, CONNECTICUT 06115

call: 888-266-3488 or fax: 860-757-5835 Agency Code: 61-600074 & 46-505987

KNOW ALL PERSONS BY THESE PRESENTS THAT:

X	Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
X	Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
Х	Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
	Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
	Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
	Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
	Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
	Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of unlimited:

Donald E. Woodard, Jr., Harlan J. Berger, Andrew J. Janda, C. W. Adams, Sue Kohler, Leland L. Rauch, Sharon Cavanaugh, Cheryl R. Colson, Michael Cole, JoAnn Parker

of Houston, TX

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by \boxtimes , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on July 21, 2003 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Paul A. Bergenholtz, Assistant Secretary

David T. Akers, Assistant Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

s. Hartford

On this 4th day of August, 2004, before me personally came David T. Akers, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hampden, Commonwealth of Massachusetts; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

CERTIFICATE

Œ

Scott E. Paseka Notary Public My Commission Expires October 31, 2007

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of .

Signed and sealed at the City of Hartford.















Gary W. Stumper, Assistant Vice President



Inquiries Regarding Claims

Hartford Fire Insurance Company
Hartford Casualty Insurance Company
Hartford Accident and Indemnity Company
Hartford Underwriters Insurance Company

Twin City Insurance Company
Hartford Insurance Company of Illinois
Hartford insurance Company of the Midwest
Hartford Insurance Company of the Southeast

Please address inquiries regarding Claims for all surety and fidelity products issued by The Hartford's underwriting companies to the following:

Phone Number

888-266-3488

Fax - Claims

860-757-5835 or 860-547-8265

É-mail

claims@1stepsurety.com

Mailing Address

The Hartford

The Hartford Fidelity & Bonding (BOND)

Hartford Plaza 690 Asylum Avenue Hartford, CT 06115

Agendailen 18

CITY OF SAN ANTONIO AVIATION DEPARTMENT CITY COUNCIL AGENDA MEMORANDUM

TO:

Sheryl Sculley, City Manager

FROM:

Mark H. Webb, Interim Aviation Director

SUBJECT:

Sky Place Boulevard Re-Alignment and Drainage Project at San Antonio

International Airport

DATE:

June 15, 2006

SUMMARY & RECOMMENDATION

An Ordinance accepting the low qualified bid of Jerdon Enterprise L.P. in the amount of \$1,218,992.51, to provide construction services for the Sky Place Boulevard Re-Alignment and Drainage Project at San Antonio International Airport; authorizing construction contingencies in an amount not to exceed \$121,899.25, for a total appropriation of \$1,340,891.76; authorizing execution of a contract; appropriating funds and amending the budget.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

Sky Place Boulevard is the primary landside access for the airport fire station, two tenants and approximately 24 acres of unleased airport property. The current traffic volume coupled with the potential of a substantial increase in volume with development of the 24 acres facilitates the need to implement intersection improvements.

Sky Place Boulevard intersects Nakoma along the Nakoma/Jones Maltsberger curve transition. This intersection geometry is a challenge to safely and efficiently signalize. The realignment portion of this Project was developed in order to relocate the Sky Place/Nakoma intersection to a location approximately 900 feet northwest of the current location, aligned with Gordon Road. This will result in a safer, more efficient ingress and egress to this area of the Airport. This intersection will be signalized to further improve safety.

This project will extend Sky Place Boulevard from the current west end at Jones Maltsberger to the intersection of Nakoma and Gordon (See attachment I). Traffic signals, street lights, curbs, inlets, storm sewer pipes, water and sewer will be part of the construction installed at the new intersection. In addition, Nakoma will be widened to accommodate left turn lanes onto both Gordon Road and onto Sky Place Boulevard.

Construction bids for this Project were advertised and announced on March 22, 2006, through the Commercial Recorder, The Informer, and La Prensa. Bids were opened on April 26, 2006 and three (3) qualified bids were received, ranging from the low bid of \$1,190,842.51 to a high bid of \$1,584,109.56. The following is a summary of the three bids received:

	NAME OF BIDDER	BASE BID	WATER	SEWER	TOTAL
1	Jerdon Enterprise, L.P.	\$1,190,842.51	\$24,250.00	\$3,900.00	\$1,218,992.51
2	E-Z Bel Construction	\$1,309,013.78	\$28,053.00	\$4,000.00	\$1,341,066.70
3	ASC Paving	\$1,584,109.56	\$32,350.00	\$1,300.00	\$1,617759.56

The basis of award is to the lowest, qualified bidder based on the aggregate amount of the base bid. The bids were evaluated by the consulting engineers, Vickrey & Associates, Inc. and the Aviation Department staff. The bid of Jerdon Enterprise, L.P. was determined to be the low qualified bid, and is considered to be fair and reasonable for the work involved.

Jerdon currently has three (3) active projects with the City with a total value of \$7,822,415.50. Two of the projects valued at \$1,901,990.50 are 95% complete.

POLICY ANALYSIS

This action continues the policy of improving facilities at San Antonio International Airport.

FISCAL IMPACT

This project is funded by the Airport Capital Improvement Fund (also called Airport Improvements and Contingency Fund) and is included in the adopted FY 2006 Capital Budget. This ordinance appropriates \$1,340,891.76 in the Airport Capital Improvement Fund for construction and construction contingencies.

COORDINATION

This request for ordinance has been coordinated with the following departments: Public Works, Finance, Management & Budget and City Attorney's Office.

SUPPLEMENTARY COMMENTS

This is a construction contract; therefore a Discretionary Contracts Disclosure Form is not required from Jerdon Enterprises, L.P.

The Economic Department has reviewed and approved the Good Faith Effort Plan submitted by Jerdon Enterprises, L.P. The Memorandum from the Economic Development Department is included as Attachment II. The contract provides for 180 Calendar Days or approximately six (6) months to complete.

Attachments

- 1. Site Plan
- 2. Memo from Economic Development dated May 4, 2006.

Mark H. Webb

Interim Aviation Director

Roland A. Lozano

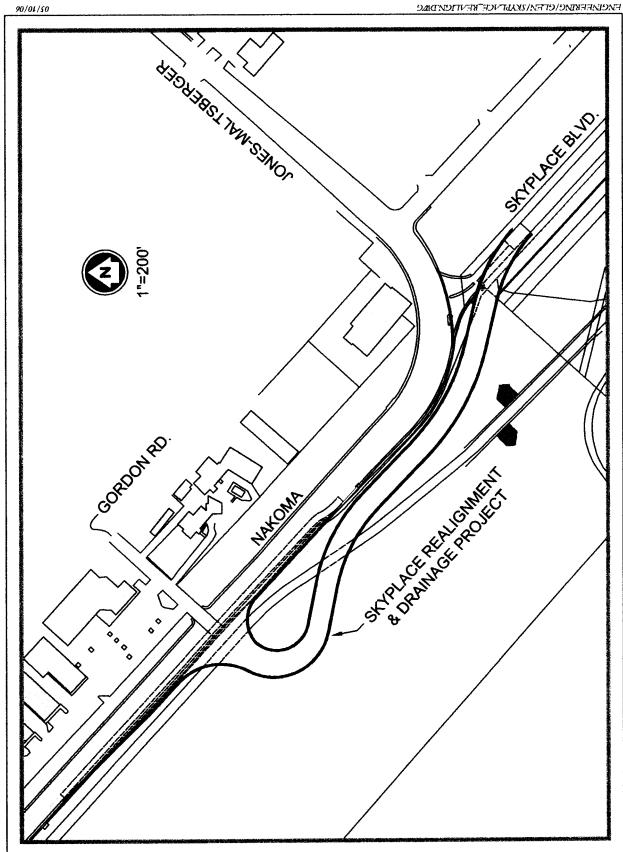
Assistant to the City/Manager

Approved for Council Consideration:

Sheryl Sculley

City Manager

Attachments



City of San Antonio **Economic Development Department** Interdepartmental Memorandum

TO:

Mark Webb, Interim Director, San Antonio Internation Airport

FROM:

Manuel Longoria, Jr., Assistant Director, Economic Development Department

COPIES:

Lisa Lott-Brice, Sr. Management Coordinator; Anita Uribe Martin; File

SUBJECT:

Good Faith Effort Compliance for the San Antonio International Airport: Sky

Place Blvd Re-Alignment and Drainage Project.

DATE:

May 4, 2006

We have reviewed the Good Faith Effort Plan for the San Antonio International Airport: Sky Place Blvd Re-Alignment and Drainage Project. The apparent low bidder has submitted contract amounts, which are reflected in the accurate percentages below.

Total Project Cost					
\$1,218,992.51					
FIRM	CERTIFIED	MBE	WBE	AABE	GFEP
Jerdon Enterprise, L.P.	YES (S)	\$187,000 (15%)	\$88,000 (7%)	\$12,000 (.9%)	APPROVED

If there are any questions, please feel free to contact Anita Uribe Martin at (210) 207-3901.

Manuel Longoria, Jr.

Assistant Director

Economic Development Department